



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 08, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

28 June 8, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT FOR CONTRACT SERVICES WITH
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to enter into an agreement with the California Department of Fish and Wildlife to provide one full-time equivalent Senior Environmental Scientist to provide regulatory compliance services exclusively to the Department of Public Works for a period of up to 5 years at a maximum total cost of \$1,328,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the actions set forth in this Board letter are not a project pursuant to the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee to enter into an agreement with the California Department of Fish and Wildlife to provide one full-time equivalent Senior Environmental Scientist to provide regulatory compliance services for various projects and activities related to the Department of Public Works' facilities for a 1-year term with four 1-year renewal options. The total cost of the services under this agreement is not to exceed \$1,328,000.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for the additional renewal options and extension periods if, in the opinion of the Director of Public Works or her designee, the California Department of Fish and Wildlife has performed satisfactorily during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the Scope of Work; and to suspend

work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for the California Department of Fish and Wildlife (CDFW) to provide one full-time equivalent Senior Environmental Scientist (Specialist) to work exclusively on environmental compliance for Public Works' projects and activities. The recommended actions will enable Public Works to expedite compliance with the California Fish and Game Code and the California Environmental Quality Act (CEQA) in the planning, permitting, and implementation of its projects and activities.

The agreement also provides for expedited processing timeframes (up to 40 percent shorter than statutory timeframes) and will improve understanding by CDFW staff of Public Works' projects and activities; provide for consistency between CDFW's CEQA document comments and permit conditions; and provide for more effective Lake/Streambed Alteration Agreement/California Endangered Species Act Permit compliance measures.

Public Works' existing Agreement for Contract Services with CDFW was approved by the Board in June 2013 and will expire in June 2016. The agreement has proven successful in helping Public Works achieve its project goals. We recommend entering into a new agreement to enable using CDFW's expedited services for another 5 years.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) by the use of an agreement for contract services by Public Works to obtain expedited CDFW permit processing in order to provide responsive, efficient, and high-quality public services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the services under the agreement shall not exceed an aggregate total of \$1,328,000 and will be financed with the Los Angeles County Flood Control District's Flood Fund and Public Works' Road Fund Budgets. Under the anticipated workload, the Flood Fund is anticipated to provide approximately 85 percent of the agreement's cost. The Road Fund is anticipated to provide the remaining 15 percent of the cost. Funds for anticipated services will be budgeted in each fiscal year throughout the term of the agreement. Financing for the first year is available in the Flood Control District's and Transportation Improvement Programs Funds Fiscal Year 2016-17 budgets. If the four 1-year contract renewal options are exercised, financing will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard CDFW contract for services agreement (enclosed), in the form previously approved by

County Counsel, will be used.

The cost of the agreement includes the Specialist's salary and benefits and CDFW overhead. The average annual cost is currently estimated to range from \$220,000 to \$287,000. The costs are based on standard CDFW salaries and standard rates the State sets for other expenses and overhead.

The term of the agreement will be for a period of 1 year beginning in June 2016. The agreement will have four 1-year contract renewal options to be exercised at the discretion of the Director of Public Works or her designee within the not-to-exceed amount listed above. Increases in salary will be based on standard CDFW salaries that are set by collective bargaining. Increases in operating expenses, including vehicle expenses, shall not exceed the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' All Urban Consumers Price Index for the Los Angeles - Riverside - Orange County Area (CPI) for the 12-month period preceding the agreement anniversary date. The not-to-exceed agreement amount of \$1,328,000 includes a 10 percent contingency for anticipated increases in salary, benefits, overhead, and the CPI.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action, to establish a contract services agreement for anticipated future projects, is an administrative activity of government, which will not result in direct or indirect changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended contract services agreement. This agreement will provide environmental compliance services in an efficient manner by enhancing the delivery of Public Works projects.

CONCLUSION

Please return an adopted copy of this letter to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors

6/8/2016

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:vt

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
AND
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

This Agreement for Contract Services (“Agreement”) is made and entered into by and between the County of Los Angeles, by and through its Department of Public Works (hereinafter, “Public Works”), and the California Department of Fish and Wildlife (hereinafter, CDFW”).

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PURPOSE:

Public Works is undertaking projects on an ongoing basis to provide public services in Los Angeles County to protect life and property and contribute to the region’s water supply. These projects may require California Environmental Quality Act (CEQA) document review, permits, agreements, consultation, and other actions by the CDFW, including incidental take authority under the California Endangered Species Act (CESA). CDFW has primary responsibility to manage California’s diverse wildlife, plant resources, and habitats upon which they depend, for their use and enjoyment by the public, and to implement the provisions of CESA and other applicable laws. To accomplish these complementary efforts, Public Works and CDFW must cooperate in their work. CDFW has extremely limited resources and will have difficulty reviewing and processing any necessary permits for the Public Works projects, within the time frame required to accomplish Public Works’ objectives. The purpose of this Agreement is to assist CDFW by providing additional staff resources that can focus on Public Works’ projects.

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RECITALS:

WHEREAS, Public Works, in the fulfillment of its obligations, makes applications to, or requests for permits, agreements, consultations, or other actions, needs, or services from CDFW, and

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WHEREAS, the CDFW is a trustee agency for fish and wildlife resources in the state of California, and has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species and shall consult with lead and responsible agencies and provide the requisite biological expertise to review and comment upon environmental documents and impacts arising from project activities in accordance with Section 1802 of the Fish and Game Code; and

WHEREAS, the CDFW's jurisdiction includes lake and streambed resources throughout the state pursuant to Fish and Game Code 1600 et seq. and species listed under the CESA pursuant to Fish and Game Code section 2050 et seq.; and

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WHEREAS, Public Works is a public entity and believes it is in its best interest to provide funds to CDFW pursuant to this contract to streamline and expedite CDFW review under Fish and Game Code sections 1600, et seq., 2050, et seq., 2800 et seq., and Public Resources Code sections 21000, et seq. (CEQA) for Public Works-designated priority projects, as more fully described in this Contract; and

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WHEREAS, without this AGREEMENT, CDFW cannot dedicate staff solely to the applications or requests of Public Works and may not be able to provide processing in the timeframes Public Works finds necessary to keep to its project schedules and budgets, and

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WHEREAS, it is understood and acknowledged by all Parties that CDFW's review of Public Works permit applications, notifications, CEQA documents, and other submittals for Public Works-designated priority projects will be completely impartial, in accordance with all applicable state laws and regulations, and under CDFW's sole discretion pursuant to its review authority; and

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WHEREAS, this Contract is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early planning and development stages; (3) provide sufficient information to CDFW for timely analysis of project effects and to assist Public Works in developing appropriate mitigation measures; (4) maximize the effective use of limited CDFW personnel resources by focusing attention on projects that would most affect biological resources; (5) provide a mechanism for expediting project coordination when necessary; (6) provide consistent and reliable review and consultation by CDFW for projects located throughout Public Works' service area; and (7) provide procedures for resolving disputes in this resource partnering effort.

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THEREFORE, in exchange for the mutual benefits and consideration provided by this Agreement, CDFW and Public Works mutually agree as follows:

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TERMS

I. SCOPE OF AGREEMENT

- A. CDFW agrees to perform work it is required to do under state and federal law and CDFW policy in accordance with the terms and conditions contained in this Agreement.
- B. The work performed under this Agreement shall be under the direction of CDFW. Public Works' obligation under this Agreement shall be limited to providing funding to CDFW and directing CDFW on the prioritization of work CDFW is doing under this Agreement.
- C. CDFW solely retains complete and absolute discretion to act as provided by law and CDFW policy. The only limitation this Agreement imposes on CDFW is the category of projects to which CDFW's staff resources will be dedicated, as set forth in Agreement Section III.
- D. Nothing in this Agreement is intended to, nor shall it be interpreted to, constitute a violation of the Political Reform Act of 1974, as amended, commencing with California Government Code section 81000.

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II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon June 17, 2016 and shall be in effect until June 30, 2017. Upon mutual agreement, the parties may renew annually for one year, not to exceed four (4) years from June 30, 2017, or until terminated earlier by either party in accordance with Section VI (D).
- B. The renewal options will be subject to mutual agreement between CDFW and Public Works. Continuance of this Agreement is subject to: (i) CDFW providing Public Works with a proposed annual budget; (ii) written annual renewal by Public Works and CDFW accepting the agreed upon annual budget in accordance with the provisions of Section V; and (iii) the ability of both parties to terminate this Agreement pursuant to Section VI (D).

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III. OPERATING PRINCIPLES

The following principles and measures of performance shall apply to work performed by CDFW staff on Public Works matters pursuant to this Agreement:

- A. Both parties maintain there is no intent to limit, influence, or otherwise control CDFW's discretion in fulfilling its statutory duties or fully and consistently implementing its policies;
- B. CDFW shall provide the equivalent of one full-time staff person with the classification of Senior Environmental Scientist (Specialist), or equivalent, (herein after "DEDICATED STAFF"), who shall be fully qualified to

- provide technical assistance, expeditiously review documents, and process applications submitted by Public Works;
- C. The DEDICATED STAFF will make a good-faith-effort to provide expedited review of documents and process applications submitted by Public Works;
 - D. To minimize delays to Public Works' projects, CDFW will ensure Public Works is informed of CDFW's issues, based on current available project-related information, as it relates to Public Works' CEQA documents, Lake and Streambed Alteration (LSA) Agreements, and CESA Incidental Take Permits/Consistency Determinations to enable Public Works' to make informed decisions as they finalize projects. CDFW will strive for consistency in its review and comments under this Agreement on CEQA documents and the terms and conditions CDFW proposes and imposes in the permits and authorizations it issues to Public Works. Public Works will provide CDFW all available project-related information in a timely manner; include CDFW DEDICATED STAFF in project-related meetings for collaboration and information sharing; and alert Public Works' decision-makers of CDFW issues and comments on the available project-related information. However, it is understood the LSA Agreement-specific or CESA-specific comments will be addressed in the LSA and CESA coordination processes with Public Works. For projects where DEDICATED STAFF has reviewed or was given the opportunity to review and comment on the project's draft CEQA document and all project-related information, and said document is subsequently finalized and certified/approved in compliance with CEQA, and the project has no substantial change, change in circumstances, or new information associated with the project, and subsequent CDFW permits or authorizations impose terms and conditions that require Public Works to prepare additional CEQA documentation, CDFW shall, within 30 days of receipt of Public Works' written request, provide Public Works an explanation in writing of why such terms and conditions were not identified in CDFW's review of the original CEQA document, and what measures CDFW will undertake to prevent a reoccurrence of the situation.
 - E. CDFW and Public Works will engage in open and regular communication including, at a minimum, semi-annual meetings with CDFW Environmental Program Manager and Public Works Managers, or their Director;
 - F. Both parties will engage in joint analysis of potential and realized problems to determine their nature and cause in order to develop appropriate solutions. If a solution cannot be agreed upon at the staff level, issues will be presented

- to DEDICATED STAFF's supervisor and, if necessary, their Management for direction on resolution;
- G. Public Works and CDFW will meet monthly and/or as-needed to provide an order of priority for the work to be completed by the DEDICATED STAFF under this Agreement, and will provide written notification to CDFW of changes in priorities;
 - H. CDFW will perform the work, taking into consideration the priority identified by Public Works' Contract Manager, as identified in Section VI (E), or his/her designee;
 - I. The DEDICATED STAFF will make a good faith effort to participate in public meetings if requested by Public Works and as deemed appropriate by CDFW supervisory staff, consistent with CDFW priorities and schedules. The CDFW will make a good faith effort to participate in public hearings and other meetings scheduled outside of normal business hours (Monday through Friday, 8 a.m. to 5 p.m., subject to State holidays). CDFW staff will only represent CDFW's views and responsibilities;
 - J. The DEDICATED STAFF will make a good faith effort to be available for consultation and coordination on critical and unplanned maintenance needs outside of normal business hours (Monday through Friday, 8 a.m. to 5 p.m., subject to State furlough policies and State holidays) in order for Public Works to maintain consistent and reliable service to member agencies and customers;
 - K. CDFW shall track, on a project by project basis, the labor and materials expenditures and services provided under this Agreement. To measure the overall performance of the DEDICATED STAFF, tracking shall include significant project dates such as receipt of documents, project timetable, requests for additional application information, project deliverables, and successful project completion. The CDFW and Public Works shall review this information and the performance of the DEDICATED STAFF on a quarterly basis. If Public Works, at its sole discretion, finds that DEDICATED STAFF's performance is not meeting the conditions of the Agreement, Public Works may terminate the Agreement as described in Section VI (D), or if Public Works and CDFW find and mutually agree that DEDICATED STAFF's performance is not meeting the conditions of this Agreement, Public Works may submit a written request to CDFW for a change in the DEDICATED STAFF and CDFW shall endeavor to accommodate Public Works request; and
 - L. The parties agree to cooperate in good faith with one another and take all necessary actions to carry out the purpose of this Agreement; and

- M. CDFW shall inform Public Works within ten (10) working days of staff changes due to resignation or other departures of staff actively working on Public Works projects.

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IV. WORK TO BE PERFORMED

CDFW will perform the following work, which shall be for the primary purpose of completing and implementing processes, work, and permit application review related to Public Works projects or requests:

Public Works reserves the right to prioritize its projects at CDFW. Public Works' prioritization does not relieve CDFW of complying with its statutory timeline requirements under CEQA, CESA and Section 1600 *et seq.* of the California Fish and Game Code.

- A. General activities pertaining to the permitting of Public Works' projects. Review applications for new or revised LSA Agreements and as provided for under California Fish and Game Code Section 1600 *et seq.*, review applications for permits under CESA, review and comment on documents prepared for projects under CEQA, and/or other submittals made by Public Works under this Agreement.
- B. Preparation of LSA Agreements and CESA permits and associated CEQA documents.
- C. Review and development of project plans or descriptions or other documents that are requirements of or submitted in support of LSA Agreements and, CESA permits, and CEQA documents. CDFW shall perform its reviews and transmit its comments or approvals of the submittals within the timeframes specified in Exhibit A. CDFW shall work in good faith to ensure that none of its requests for additional information on a submittal includes information that Public Works already provided to CDFW.
- D. Meetings with Public Works staff and its consultants to review, discuss, or advise on the phasing, staging or scheduling of Public Works' projects, maintenance activities, mitigation requirements, environmental documents, or other activities that may involve CDFW or results from any permit or action from CDFW.
- E. Field trips to review proposed projects or work or to review and/or assess projects or work in progress related to CDFW jurisdiction.
- F. CDFW will perform the above-prescribed work in the order or priority deemed appropriate, taking into consideration the priority requested in writing by Public Works.
- G. CDFW will provide fully qualified staff to expeditiously review documents and process applications submitted by Public Works. CDFW staff will be

available to provide review of documents and process applications submitted by Public Works.

- H. CDFW will ensure that open and regular communication is maintained with Public Works.
- I. Both parties will engage in joint analyses of potential problems to determine their nature and cause, and to develop appropriate solutions. In the event that a solution cannot be agreed upon at staff or Supervisor level, issues will be presented to CDFW Environmental Program Manager and Public Works Contract Managers within Water Resources Division, or their Director.
- J. CDFW staff will participate in public meetings during normal business hours, as requested by Public Works and as deemed appropriate by CDFW supervisory staff, consistent with CDFW's priorities and schedules. CDFW staff will only represent CDFW's views and responsibilities.
- K. CDFW staff will attempt to expedite the review and processing of Public Works documents, based on mutually accepted adjustment in priorities.
- L. CDFW will track time and expenses for work performed under this Contract, including all related items in accordance with Appendix A.

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V. COSTS

Public Works agrees to pay annual cost for the services provided in accordance with the Budget as itemized below, for the full-time employment of a CDFW Senior Environmental Scientist (Specialist).

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- A. The total amount of this Agreement for the first State fiscal year will not exceed \$219,672. Public Works agrees to make annual payments to CDFW for the services it provided in accordance with the Budget as itemized in Table 1 below. Funding to CDFW for subsequent years will be contingent upon Public Works' approval of CDFW's proposed annual budget and Public Works' ability to provide the required level of funding to CDFW.
 - 1. CDFW shall pay its employees salary, benefits, reasonable travel expenses, and per diem allowances incurred during the performance of work under this Agreement at rates not to exceed those amounts that are paid to the equivalent CDFW employee under collective bargaining agreements currently in effect.
 - 2. CDFW shall provide appropriate and necessary training to its employees for the purpose of being able to perform the work required under this contract. Public Works shall reimburse CDFW for up to 80 hours of training annually. Training hours may exceed the 80 hour annual cap when approved by the Public Works' Contract Manager in

advance. Any staff training hours will be listed on the technical staffs' quarterly report to Public Works.

3. CDFW requires staff to participate in regularly scheduled meetings with their supervisor, team, program, and region. These meetings encourage professionalism, provide for statewide consistency, and provide guidance on new regulations, policies, and guidance. Staff hours associated with required CDFW meetings is included in the cost of this Agreement.

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Projected Costs for the State fiscal year are as shown in Table 1:

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Table 1
ANNUAL BUDGET

FISCAL YEAR	June 17, 2016- June 30, 2017	July 1, 2017- June 30, 2018	July 1, 2018- June 30, 2019	July 1, 2019- June 30, 2020	July 1, 2020- June 30, 2021	
Salaries and Wages						
1 Staff Environmental Scientist (SES)	\$92,085.00	\$96,689.00	\$101,523.00	\$104,569.00	\$107,706.00	
Benefits for SES	@ 47.91% \$44,118	Projected @49.06% \$47,436	Projected @49.31% \$50,061	Projected @49.56% \$51,824	Projected @50.03% \$53,885	
TOTAL PERSONNEL SERVICES	\$136,203	\$144,125	\$151,584	\$156,393	\$161,591	
Operating Expenses						
General/ Print/Postage	\$6,375	\$6,375	\$6,375	\$6,375	\$6,375	
Travel and Training	\$6,750	\$6,750	\$6,750	\$6,750	\$6,750	
Rent/Data/ Utilities	\$9,350	\$9,350	\$9,350	\$9,350	\$9,350	
Vehicle Ops	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
TOTAL OPERATING EXPENSES	\$25,475	\$25,475	\$25,475	\$25,475	\$25,475	
SUBTOTAL	\$161,678	\$169,600	\$177,059	\$181,868	\$187,066	
Overhead						
Overhead	@35.87% \$57,994	Projected rate @36.75% \$62,328	Projected rate @37.63% \$66,627	Projected rate @38.51% \$70,037	Projected rate @39.23% \$73,386	Total Contract amount
ANNUAL TOTAL	\$219,672	\$231,928	\$243,686	\$251,905	\$260,452	\$1,207,643

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- B. Annual costs for each subsequent State fiscal year shall be determined at the time of annual renewal. Public Works may approve an increase in the costs stated above. Increases in salaries, wages and benefits shall be consistent with the State's pay grade and benefits for an environmental scientist(s). Increases in operating expenses, including vehicle expenses, shall not exceed the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the twelve (12)-month period preceding the Agreement anniversary date. The percentage change in the rate of compensation shall equal twelve (12) times the average monthly change in the CPI over the first twelve (12) months of the Agreement term preceding the effective date.

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1. The CDFW shall pay its employees salary, benefits, reasonable travel expenses, and per diem allowances incurred during the performance of work under this Agreement at rates not to exceed those amounts that are paid to the equivalent CDFW employee under collective bargaining agreements currently in effect.
2. The CDFW shall provide appropriate and necessary training to its employees for the purpose of being able to perform the work required under this contract. Public Works' annual payment to CDFW, as reflected in Table 1, shall include up to eighty (80) hours of training and associated travel expenses. This annual payment shall include any mandatory training and up to forty (40) hours and associated travel expenses on any single training conference. The CDFW will make a good faith effort to maintain progress on work already underway and meet the timeframes specified in Exhibit A. The 80 hours of training and associated travel expenses shall be within the Budget set forth in Table 1 above. For any non-mandatory training, CDFW shall obtain Public Works' Contract Manager's approval in advance. Training hours may exceed the 80-hour annual cap when approved by Public Works' Contract Manager in advance, but the cost shall remain within the Budget set forth in Table 1 above. Any staff training hours will be listed on CDFW's technical staff's quarterly accounting report to Public Works.
3. Public Works understands and acknowledges that DEDICATED STAFF will accrue vacation, sick leave, and other forms of leave and that the DEDICATED STAFF will receive the benefit of State holidays and be required to adhere to State furlough policies. The

DEDICATED STAFF shall make a good faith effort to coordinate leave in such a manner as to minimize any impacts on the review and processing of Public Work's priority requests to the extent practicable. However, for any such leave taken by the DEDICATED STAFF for more than eighty (80) hours during any given month, CDFW shall provide an equivalent substitute staffer to continue work on Public Works' projects.

4. As reflected (Vehicle Expenses,) in Table 1, Public Works will pay CDFW for the costs associated with providing a vehicle necessary to perform the services rendered under this Agreement, for actual time used. CDFW will make sure this vehicle is of a type and condition acceptable to the State's Department of General Services – Office of Fleet Administration and is capable of dirt road and off-road conditions and of transporting more than one (1) person and necessary equipment. CDFW will assume all liability associated with CDFW's provision, maintenance and operation of the vehicle.

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- C. Annual costs for each subsequent year shall be determined by both parties within sixty (60) days of the anniversary date of the Agreement. This Agreement shall not terminate if the parties have mutually expressed an interest in continuing the Agreement even though CDFW may not have provided Public Works with a proposed annual budget prior to the Agreement's anniversary date. In that event, Public Works shall review and approve, if mutually agreed, the proposed annual budget with CDFW within sixty (60) days of receipt of the proposed annual budget.
- D. Public Works shall deposit, in advance for the fiscal year, the full sum of the Contract with CDFW for that fiscal year. CDFW shall invoice Public Works for this amount. Each month, in arrears, CDFW accounting staff shall furnish Public Works with a detailed accounting of the expenditures for the work performed under this Agreement during the preceding month, according to the Budget as itemized in Table 1 of Section V. Additionally, CDFW's technical staff shall provide a quarterly report which lists Public Works' projects supported each quarter, the corresponding Public Works contact name, a list of the work performed, and a detailed accounting report of the number of hours and all other expenditures spent on each project. Public Works has the option to request additional information concerning the work performed. At the conclusion of each fiscal year CDFW shall refund any unexpended balance to Public Works.

- E. CDFW shall make refund and reimbursement payments that are due to Public Works for the fiscal year under Section V (D) no later than one hundred twenty (120) days after the conclusion of the fiscal year.
- F. CDFW shall make refund payments that are due to Public Works under Section VI (D) no later than one hundred twenty (120) days after CDFW's or Public Works' receipt of written notice of termination.

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VI. STANDARD TERMS

- A. Independent Contractor
CDFW agrees to furnish consulting services in the capacity of an independent contractor, and neither CDFW nor any of its employees shall be considered to be an employee or agent of Public Works.
- B. Successors and Assignment
This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, CDFW shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- C. Indemnity
Neither party is indemnifying the other party pursuant to this Agreement.
- D. Termination
Either party may terminate this Agreement with or without cause by providing written notice to the other party not less than 30 days prior to an effective termination date. Public Works' only obligation in the event of termination will be payment of fees and expenses incurred **in conformity with this Agreement** up to and including the effective date of termination. In the event of termination, CDFW shall deliver to Public Works within sixty (60) days of CDFW's receipt of Public Works' termination notice copies of all public documents pertaining to CDFW's work performed under this Agreement including, but not limited to: reports and documents.
- E. Notices
Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties' Contract Managers as follows:

Los Angeles Department of Public
Works
Los Angeles County Flood Control
District
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Christopher Stone
Telephone: (626) 458-6100
Facsimile: (626) 979-5436

California Department
Of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
Attention: Ms. Betty Courtney, EPM I
Telephone: (661) 263-8306
Facsimile: (661) 263-8306

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

F. CDFW's Books and Records

CDFW shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement. Public Works shall have the right to access, inspect, and copy all records or documents in CDFW's possession pursuant to this Agreement upon reasonable notice.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by a designated representative of Public Works. Copies of such documents shall be provided to Public Works for inspection at Public Works' offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CDFW's address indicated for receipt of notices in this Agreement.

Where Public Works has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of CDFW's business, Public Works may, by written request, require that custody of the records be given to Public Works and that the records and documents be maintained at Public Works' offices. Consistent with the Public Records Act, access to such records and documents shall be granted to any party authorized by the CDFW, CDFW's representatives, or CDFW's successor-in-interest.

G. Conflict of Interest

Both parties shall avoid all conflicts of interest or appearance of conflict of interest in the performance of this Agreement.

H. Confidential Information

If the parties exchange confidential information pursuant to this Agreement, it shall be labeled "confidential." Both parties agree to protect any

confidential information from disclosure to the extent allowed by law, including the California Public Records Act.

I. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

J. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

K. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

L. Entire Agreement

This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

M. Joint Drafting

Both parties have participated in the drafting of this Agreement.

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VII. NONDISCRIMINATION

CDFW and Public Works shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, sexual orientation, or national origin in connection with or related to the performance of this Agreement.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

[NAME]

[TITLE]

LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

[NAME]

[TITLE]

EXHIBIT A

**CDFW's Processing and Review Time Frames for
Los Angeles County Department of Public Works Projects**

ACTIVITY	PROCESSING TIME ALLOWED BY LAW AND/OR STANDARD PROCESSING TIMES	CONTRACT PROCESSING TARGET[†]
CESA PERMITTING		
CDFW as Responsible Agency		
Application Review	30 days	30 days
Permit Issuance – Routine	90 days	54 days
Permit Issuance – Complex	150 days	90 days
Permit Issuance – CEQA Pending	90 days from Lead Agency Approval	54 days from Lead Agency approval
Review of Submittals Required by Permit	30-60 days	18-45 days [‡]
LSAA AGREEMENT PROCESSING		
Notification Review	30 days	18 days; but 30 days if complex
Draft Agreement - Routine	60 days	36 days
Draft Agreement - Complex	60 days or longer	45 days
Meet and Confer (if requested)	14 days	9 days
Arbitration (if requested)	28 days	17 days
Review of Submittals Required by Final Agreement	30-60 days	18-45 days [‡]
CDFW as Responsible Agency		
Document Review and CEQA Findings	30 days	18 days

Notes:

[†] Maximum targeted timeframe.

[‡] Timeframe specified in permit/LSAA for a submittal may be shorter, depending on the nature of the submittal and construction schedule.

Acronyms:

- CEQA California Environmental Quality Act
- CESA California Endangered Species Act
- CDFW California Department of Fish and Wildlife
- LSAA Lake/Streambed Alteration Agreement